

Ira S. Sacks
Mark S. Lafayette
Akerman LLP
666 Fifth Avenue
20th Floor
New York, NY 10017
Telephone: (212) 880-3800
Facsimile: (212) 880-8965
*Attorneys for Plaintiff Humane Consumer LLC
and Third Party Defendant Michael Kim*

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

HUMANE CONSUMER LLC,

Plaintiff,

v.

COB ECOMMERCE EMPIRE LLC d/b/a KEEVA
ORGANICS, CRAWFORD AND O'BRIEN LLC,
CHARLES CRAWFORD, MICHAEL O'BRIEN
AND AMAZON.COM, INC.,

Defendants.

Civil Action No.: 18-civ-05622
(PKC)

**STIPULATION AND
[PROPOSED] ORDER**

COB ECOMMERCE EMPIRE LLC d/b/a KEEVA
ORGANICS,

Defendant/Third Party Plaintiff,

v.

MICHAEL KIM,

Third Party Defendant.

COB ECOMMERCE EMPIRE LLC d/b/a KEEVA
ORGANICS, et al.,

Defendant/Counterclaim

Plaintiff,

v.

HUMANE CONSUMER LLC,

Plaintiff/Counterclaim

Defendant.

WHEREAS, plaintiff Humane Consumer LLC (“Humane”) and defendants COB Ecommerce Empire LLC d/b/a KEEVA ORGANICS, Crawford and O’Brien LLC and Charles Crawford (collectively, the “COB Defendants”) and third-party defendant Michael Kim (“Kim” and together with Humane and the COB defendants, hereinafter the “Parties”), have executed a Settlement Agreement (the “Settlement Agreement”).

WHEREAS, in accordance with the Settlement Agreement, and pursuant to *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994), the Parties request that the Court retain jurisdiction over this matter and the Parties in order to, if necessary, enforce the Settlement Agreement and enforce and protect the Parties’ rights, obligations, agreements, representations and performance thereunder;

NOW, THEREFORE it is hereby STIPULATED AND ORDERED, as follows:

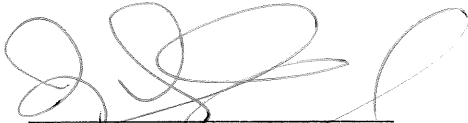
1. The court shall retain jurisdiction over the Settlement Agreement and the Parties for the purposes set forth below, and the Parties irrevocably consent to the jurisdiction of the Southern District of New York, and waive all objections thereto, and irrevocably agree that hereinafter they and their successors and assigns are subject to the jurisdiction of the Southern District of New York in connection with any claim relating to any alleged breaches of (a) the

rights, obligations, representations, agreements, and performance of the Parties pursuant to the Settlement Agreement and (b) all disputes arising under or relating to the Settlement Agreement.

2. This action and all claims, counterclaims and third party claims are hereby dismissed, with prejudice, and without costs or fees, including attorney's fees, to any Party.

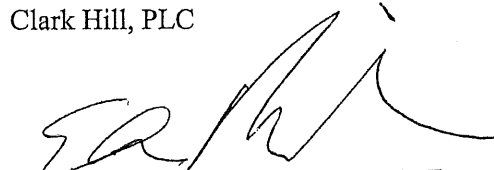
Dated: New York, New York
March 29, 2019

Akerman LLP



By: Ira S. Sacks
Mark S. Lafayette
666 Fifth Avenue, 20th Floor
New York, New York 10003
212-880-3800
ira.sacks@akerman.com
mark.lafayette@akerman.com
Attorneys for Plaintiff and
Counterclaim Defendant Humane
Consumer LLC and Third Party
Defendant Michael Kim

Clark Hill, PLC



By: Steven M. Richman
210 Carnegie Center, Suite 102
Princeton, New Jersey 08540
srichman@clarkhill.com
Attorneys for Defendant, Third
Party Plaintiff and Counterclaim
Plaintiff COB Ecommerce Empire
LLC and Defendants Charles
Crawford and Crawford & O'Brien
LLC

SO ORDERED:

Hon. P. Kevin Castel
United States District Judge